



Comptroller General  
of the United States

Washington, D.C. 20548

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## Decision

**Matter of:** Aero Components Company

**File:** B-243919

**Date:** August 14, 1991

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Jon C. Williams for the protester.  
Ronald M. Pettit, Esq., Defense Logistics Agency, for the agency.  
Henry J. Ricardo, Glenn G. Wolcott, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Agency properly rejected protester's quotation for alternate product where protester failed to provide required technical information needed by agency to determine the acceptability of the product.

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### DECISION

Aero Components Company protests award of a contract to McDonnell Douglas Corporation under request for quotations (RFQ) No. DLA700-90-X-RX47, 1/ issued by the Defense Construction Supply Center, Defense Logistics Agency (DLA). The RFQ sought quotations for 34 aircraft connecting links described by reference to a McDonnell Douglas part number. Aero submitted a quotation for an alternate product, which DLA rejected as technically unacceptable. Aero protests DLA's rejection of its quotation.

We deny the protest.

The RFQ provided that a vendor submitting a quotation on an alternate product must "furnish with [its] offer legible copies of all drawings, specifications or other data necessary to describe clearly the characteristics and features of the product being offered." The RFQ stated that even if the alternate product had been previously furnished to the

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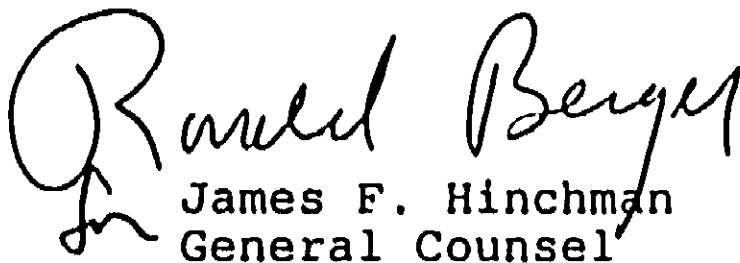
1/ Aero mistakenly referenced solicitation No. DLA700-90-T-R185, which was a predecessor solicitation to RFQ No. DLA700-90-X-RX47.

government, the technical data necessary to evaluate the product should, nonetheless, be furnished with the quotation. Finally, the RFQ warned, "[f]ailure to furnish complete data and information required to sufficiently establish acceptability of the product offered may preclude consideration of the offer."

On September 4, 1990, Aero responded to DLA's solicitation by submitting a quotation for an alternate product, but did not submit any technical data with its quotation. Instead, Aero enclosed a letter assuring DLA that "[d]rawings and specifications required to manufacture this item are on file at our facility." On December 12, DLA sent a telefacsimile transmission to Aero requesting that Aero submit a complete technical data package for its alternate product. Aero responded to the agency that day, stating that the necessary technical data had been submitted under a previous solicitation (DLA700-90-X-RP23). DLA states that it "located the previous solicitation, but was unable to find any technical data submitted by Aero." DLA then rejected Aero's quotation because of the incomplete technical data package.

Generally, when an alternate product is offered, a vendor must submit sufficient information regarding the alternate product to enable the contracting agency to determine whether the item meets all the requirements of the solicitation. East West Research, Inc., B-239619, Aug. 28, 1990, 90-2 CPD ¶ 168. The responsibility to affirmatively demonstrate the acceptability of an alternate product is on the offeror. Peck Equip. Co., B-227135, July 13, 1987, 87-2 CPD ¶ 40. Here, the protester provided no technical data with its quotation of an alternate product. Accordingly, it failed to meet its obligation to demonstrate the acceptability of its product and rejection of its quotation was proper.

The protest is denied.

  
James F. Hinchman  
General Counsel